
State:	Arkansas	Filing Company:	Companion Life Insurance Company
TOI/Sub-TOI:	H12 Health - Excess/Stop Loss/H12.004 Self-Funded Health Plan		
Product Name:	SLEM02GR12		
Project Name/Number:	SLEM02GR12/AR002100100004		

Filing at a Glance

Company:	Companion Life Insurance Company
Product Name:	SLEM02GR12
State:	Arkansas
TOI:	H12 Health - Excess/Stop Loss
Sub-TOI:	H12.004 Self-Funded Health Plan
Filing Type:	Form
Date Submitted:	10/26/2012
SERFF Tr Num:	CMLX-G128745551
SERFF Status:	Closed-Approved-Closed
State Tr Num:	
State Status:	Approved-Closed
Co Tr Num:	AR002100100004
Implementation	10/26/2012
Date Requested:	
Author(s):	SPI CompanionLife
Reviewer(s):	Rosalind Minor (primary)
Disposition Date:	11/06/2012
Disposition Status:	Approved-Closed
Implementation Date:	
State Filing Description:	

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General Information

Project Name: SLEM02GR12	Status of Filing in Domicile: Authorized
Project Number: AR002100100004	Date Approved in Domicile: 06/26/2012
Requested Filing Mode: Review & Approval	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Group
Submission Type: New Submission	Group Market Size: Large
Group Market Type: Employer	Overall Rate Impact:
Filing Status Changed: 11/06/2012	
State Status Changed: 11/06/2012	Deemer Date:
Created By: SPI CompanionLife	Submitted By: SPI CompanionLife
Corresponding Filing Tracking Number:	

Filing Description:

Companion Life Insurance Company hereby files for approval an aggregate and specific excess loss insurance policy and application. These forms are new and will not replace any forms that have been previously approved in your state. The forms provide Stop-Loss (Excess Loss) coverage for self-funded university, college, or school benefit plans. Under this plan the school is reimbursed for losses incurred above certain attachment points.

This product will be marketed through a network of licensed independent agents and brokers. The effective date of this filing will be upon your approval.

The policy has been designed to permit certain language to vary from policyholder to policyholder. The variable language is bracketed throughout the forms.

These forms were stamped "Exempt" by our domiciliary state, South Carolina, on June 26, 2012.

Company and Contact

Filing Contact Information

Vivian Frederic, Contracts Compliance Specialist	vivian.frederic@companiongroup.com
7909 Parklane Rd	803-735-1251 [Phone] 46777 [Ext]
Columbia, SC 29223-5666	800-836-5433 [FAX]

Filing Company Information

Companion Life Insurance Company	CoCode: 77828	State of Domicile: South Carolina
7909 Parklane Rd, Suite 200	Group Code: 661	Company Type:
Columbia, SC 29223-5666	Group Name: Companion Life Insurance Company	State ID Number:
(803) 735-1251 ext. [Phone]	FEIN Number: 57-0523959	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$100.00
Retaliatory?	No

State: Arkansas **Filing Company:** Companion Life Insurance Company
TOI/Sub-TOI: H12 Health - Excess/Stop Loss/H12.004 Self-Funded Health Plan
Product Name: SLEM02GR12
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Fee Explanation:

Per Company: No

Company	Amount	Date Processed	Transaction #
Companion Life Insurance Company	\$100.00	10/26/2012	64307350

State:	Arkansas	Filing Company:	Companion Life Insurance Company
TOI/Sub-TOI:	H12 Health - Excess/Stop Loss/H12.004 Self-Funded Health Plan		
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	11/06/2012	11/06/2012

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	11/05/2012	11/05/2012

Response Letters

Responded By	Created On	Date Submitted
SPI CompanionLife	11/05/2012	11/05/2012

State:	Arkansas	Filing Company:	Companion Life Insurance Company
TOI/Sub-TOI:	H12 Health - Excess/Stop Loss/H12.004 Self-Funded Health Plan		
Product Name:	SLEM02GR12		
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Disposition

Disposition Date: 11/06/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	List of Variables	Approved-Closed	Yes
Form	Student Excess Loss Insurance Policy	Approved-Closed	Yes
Form (revised)	Application for Student Excess Loss Insurance	Approved-Closed	Yes
Form	Application for Student Excess loss Insurance	Replaced	Yes

State: Arkansas **Filing Company:** Companion Life Insurance Company
TOI/Sub-TOI: H12 Health - Excess/Stop Loss/H12.004 Self-Funded Health Plan
Product Name: SLEM02GR12
Project Name/Number: SLEM02GR12/AR002100100004

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	11/05/2012
Submitted Date	11/05/2012
Respond By Date	

Dear Vivian Frederic,

Introduction:

This will acknowledge receipt of the captioned filing.

Objection 1

- Application for Student Excess loss Insurance, CLSXL-APP 4000 (Form)

Comments:

This is to advise that all applications must contain a Fraud Statement as outlined under ACA 23-66-503.

Thank you for your cooperation.

Conclusion:

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

State:	Arkansas	Filing Company:	Companion Life Insurance Company
TOI/Sub-TOI:	H12 Health - Excess/Stop Loss/H12.004 Self-Funded Health Plan		
Product Name:	SLEM02GR12		
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Response Letter

Response Letter Status	Submitted to State
Response Letter Date	11/05/2012
Submitted Date	11/05/2012

Dear Rosalind Minor,

Introduction:

Thank you for your review of our filing.

Response 1

Comments:

A fraud warning has been added to the application. Attached is a revised application.

Related Objection 1

Applies To:

- Application for Student Excess loss Insurance, CLSXL-APP 4000 (Form)

Comments:

This is to advise that all applications must contain a Fraud Statement as outlined under ACA 23-66-503.

Thank you for your cooperation.

Changed Items:

No Supporting Documents changed.

State:	Arkansas	Filing Company:	Companion Life Insurance Company
TOI/Sub-TOI:	H12 Health - Excess/Stop Loss/H12.004 Self-Funded Health Plan		
Product Name:	SLEM02GR12		
Project Name/Number:	SLEM02GR12/AR002100100004		

Form Schedule Item Changes:

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Application for Student Excess Loss Insurance	CLSXL-APP 4000 AR	AEF	Initial		47.000	CLSXL-APP 4000 AR.PDF	Date Submitted: 11/05/2012 By: SPI CompanionLife
<i>Previous Version</i>								
1	Application for Student Excess loss Insurance	CLSXL-APP 4000	AEF	Initial		47.000	CLSXL-APP 4000.PDF	Date Submitted: 10/26/2012 By: SPI CompanionLife

No Rate/Rule Schedule items changed.

Conclusion:

If you have any questions or need additional information, please let us know.

Sincerely,

SPI CompanionLife

State: Arkansas Filing Company: Companion Life Insurance Company
 TOI/Sub-TOI: H12 Health - Excess/Stop Loss/H12.004 Self-Funded Health Plan
 Product Name: SLEM02GR12
 Project Name/Number: SLEM02GR12/AR002100100004

Form Schedule

Lead Form Number: CLSXL 4000								
Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1	Approved-Closed 11/06/2012	Student Excess Loss Insurance Policy	CLSXL 4000	POL	Initial		47.300	CLSXL 4000 - Student Excess Loss Insurance Policy.PDF
2	Approved-Closed 11/06/2012	Application for Student Excess Loss Insurance	CLSXL-APP 4000 AR	AEF	Initial		47.000	CLSXL-APP 4000 AR.PDF

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages



Companion Life Insurance Company
7909 Parklane Road, Suite 200
Columbia, South Carolina 29223

Companion Life Insurance Company, Columbia, South Carolina agrees to pay Excess Loss Insurance benefits under the provisions of this Contract to the [University][College][School] listed in the Schedule of Excess Loss Insurance.

READ YOUR CONTRACT CAREFULLY

This Contract is legally binding between the [University][College][School] and Companion Life Insurance Company ("Company"). The consideration for this Contract includes, but is not limited to, the Application and the payment of premiums as provided hereinafter.

AGREEMENT

The Company will pay the [Aggregate and Specific Benefits] provided in this Contract. Payment is subject to the conditions, limitations and exceptions of this Contract.

The [University][College][School] agrees to pay premiums when due and to comply with the Contract provisions.

This Contract takes effect on the Effective Date shown in the Schedule, which will be the date of issue, and terminates on the end of the Contract Period shown in the Schedule unless it is renewed. All periods indicated in the Contract begin and end at 12:01 A.M. standard time at the [University's][College's][School's] office.

This Contract Form is governed by the laws of the state of [State of Issue].

The sections set forth on the following pages are a part of this Contract and take effect on the Effective Date.

IN WITNESS WHEREOF Companion Life Insurance Company has caused this Contract to be executed by its President at Columbia, South Carolina.

A handwritten signature in black ink, appearing to read 'Trescott N. Hinton, Jr.', written over a horizontal line.

Trescott N. Hinton, Jr.
President

Policy Providing Excess Loss Insurance
Nonparticipating

**COMPANION LIFE INSURANCE COMPANY
SCHEDULE OF EXCESS LOSS INSURANCE**

[CXL-12345]

1. Contract Number:

[ABC University]

2. [University][College][School]:

[444 Main Street]

3. Address:

City: [Any Town]

State: [SC]

Zip Code: [29999]

4. Affiliated [University][College][School] (under common control through ownership, contract, or otherwise) to be included (list legal name and addresses):

[XYZ University 987 South Ave. Northplace, OH 43111]

5. Name and address of Designated Third Party Administrator:

[G&S Administrators 555 Overlook Way Westplace, OH 43000]

6. Effective Date:

[January 1, 2013]

7. GENERAL SCHEDULE OPTIONS:

(a) Contract Period [1/1/13] to [1/1/14]

(b) Disabled Persons [X] are [] are not covered.

(c) Aggregate Benefit [X] Yes [] No

Aggregate Contract Basis: [Student][Participant] Benefit Plan Expenses must be

Incurred from [1/1/13] through [12/31/13], and

Paid from [1/1/13] through [3/31/14].

Claims Incurred prior to the Contract Effective Date are limited to \$ [50,000].

Aggregate eligible expenses include:

[X] Medical [] Prescription Card Service

[] Dental Care [] Vision Care

[] Other

7. **GENERAL OPTIONS: (Continued)**

Aggregate Monthly Factor per single [Student][Participant]:	\$ [2,500]
Family:	\$ [7,500]
Composite:	\$ [6,000]
Aggregate Payable Percentage (excess of Deductible):	[100] %
Maximum Eligible Claim Expense Per Covered Person:	\$ [500,000]
Minimum Aggregate Deductible:	\$ [1,500,000]
Maximum Aggregate Benefit (excess of Deductible):	\$ [1,000,000]
(d) Monthly Aggregate Accommodation	[X] Yes [] No
(e) Terminal Liability	[X] Yes [] No
(f) Specific Benefit [X] Yes [] No	
Specific Contract Basis: [University][College][School] Benefit Plan expenses must be	
Incurred from [1/1/13] through [12/31/13].	
Paid from [1/1/13] through [3/31/14].	
Claims Incurred prior to the Contract Effective Date are limited to:	\$ [5,000]
Specific Eligible Expense: Medical Only	
Specific Deductible (per person):	\$ [100,000]
Specific Payable Percentage (excess of Deductible):	[100] %
Maximum Specific Benefit (per person in excess of Specific Deductible):	\$ [250,000]

8. **PREMIUMS:**

(a) Aggregate Premium	
Premium Per Month Per Unit:	\$ [30.00]
Minimum Annual Aggregate Premium	\$ [75,000]
Monthly Aggregate Accommodation	
Premium Per Month Per Unit:	\$ [42.50]
Annual Premium in Advance:	\$ [115,000]
Terminal Liability	
Premium Per Month Per Unit:	\$ [5.00]
Annual Premium in Advance:	\$ [15,000]
(b) Specific Premium	
(c) Premium Per Month Per Single [Student][Participant]:	\$ [10.00]
Family:	\$ [25.00]
Composite:	\$ [20.00]
Minimum Monthly Specific Premium:	\$ [50,000]

9. **SPECIAL RISK LIMITATIONS:**

Contract will be based upon the current [Student] [Participant] benefits as defined in the [University][College][School] Benefit Plan by reference or by attachment, except as noted below:

Specific: [Dental Benefits]

Aggregate: [Dental Benefits]

I. DEFINITIONS

As used in this Contract, the following definitions shall be applicable:

[Agent], when referring to the [University][College][School], means the [University's][College's][School's] representative, including but not limited to its Designated Agent, Broker, or Third Party Administrator.

Aggregate Benefit means the amount that the Company agrees to pay the [University][College][School] after the end of the Contract Period for eligible claims Paid by the [University][College][School] as set forth in the Schedule and pursuant to the terms, conditions and limitations of the Contract.

Aggregate Contract Basis identifies the dates during which [University][College][School] Benefit Plan expenses must be Incurred and must be Paid to be considered eligible for reimbursement as Aggregate Benefits.

Aggregate Deductible Per Month means the Aggregate Monthly Factor shown in the Schedule multiplied by the Number of Covered Units.

Aggregate Deductible means the sum of each Aggregate Deductible Per Month for each month during the Contract Period or fraction thereof.

Minimum Aggregate Deductible means the lowest possible Aggregate Deductible applicable to the Contract Period or fraction thereof. This amount is set forth in the Schedule.

Contract means the entire agreement between the [University][College][School] and the Company, specifically including the Contract Application, the Contract Form, the Contract Addenda (if any), and a copy of the [University's][College's][School's] Benefit Plan.

Contract Month means a period measured from the Effective Date of this Contract, while this Contract is in force. Each new Contract Month will begin on a day which corresponds to the Effective Date. If there is no such day in any applicable month, then the last day of the month will be used.

Contract Period is stated in the Schedule.

Covered Person refers to each person, individually, who is a Covered Unit, or, in the case of a dependent, a member of a Covered Unit. In no event will coverage for a dependent become effective before the Effective Date of Coverage of the Plan Participant under the [University][College][School] Benefit Plan.

Covered Unit, for purposes of calculation of the premiums and the Aggregate Deductible Per Month, means a Plan Participant, a Plan Participant with dependents, or such other defined unit as agreed upon between the Company and the [University][College][School], provided such Plan Participant, dependents or such other defined unit is covered under the [University][College][School] Benefit Plan.

Dependent means a person who is defined as a Dependent under the [University][College][School] Benefit Plan.]

I. DEFINITIONS (Continued)

Disabled Person is a Plan Participant not attending classes or, in the case of a Dependent or Continuation Beneficiary, is by disability unable to perform his or her normal functions of a person of like sex and age on the Effective Date of this Contract or the date such person becomes eligible for coverage under the [University][College][School] Benefit Plan.

Eligible Claims Payments means expenses of the [University][College][School] Benefit Plan qualifying for coverage under the terms and conditions of this Contract.

Incurred refers to the date on which a covered medical service was rendered, the date disability benefit payments become due, or a covered medical purchase was made for a Covered Person under the [University][College][School] Benefit Plan.

Maximum Aggregate Benefit means the amount set forth in the Schedule as the maximum total Aggregate Benefit payable under the terms, conditions and limitations of this Contract during the Contract Period.

Maximum Eligible Claim Expense Per Person, as it relates to aggregate coverage, means the maximum dollar value of claims Paid on any one Covered Person that can apply toward satisfaction of an Aggregate Deductible, or that can apply toward the calculation of the Aggregate Benefit for a Contract Period.

Maximum Specific Benefit means the amount set forth in the Schedule that is the maximum total Specific Benefit payable under the terms, conditions and limitations of this Contract during the period an individual is a Covered Person under the [University][College][School] Benefit Plan, regardless of the number of years the Covered Person is eligible under the [University][College][School] Benefit Plan and regardless of whether expenses for this Covered Person were Incurred and/or Paid during this Contract Period. In the context of the definition of Maximum Specific Benefit, references to "[University][College][School] Benefit Plan" include all predecessors and successors of the particular plan in effect on the Contract's Effective Date.

Number of Covered Units means the total number of Covered Units existing in any Contract Month.

Paid means that funds are actually disbursed by the [University][College][School] or its Agent. Payment of a claim is the unconditional and direct payment of a claim to a Covered Person or their health care providers. Payment will be deemed made on the date that both (1) the payor directly tenders payment by mailing (or otherwise delivering) a draft or check, and (2) the account upon which the payment is drawn contains, and continues to contain, sufficient funds to permit the check or draft to be honored.

Should the account upon which payment is drawn not contain sufficient funds to cover all outstanding checks and drafts on the account, then the Company may consider, in its sole discretion, any particular checks or drafts as not having been paid, but only to the total amount representing the difference between the funds in the account and the total of outstanding checks and drafts.]

I. DEFINITIONS (Continued)

[Payable Percentage] means the percentage payable as shown in the Schedule. The calculation of Specific Benefits may be subject to a different Payable Percentage than the calculation of Aggregate Benefits.

Plan Participant means a [Student][Participant], a Dependent or any other person who is eligible and who is covered under the [University][College][School] Benefit Plan. No Plan Participant may be covered by this contract prior to the date his or her coverage is effective under the [University][College][School] Benefit Plan or after the date his or her coverage under the [University][College][School] Benefit Plan Ends.

Proof of Loss is the form authorized by the Company to be used for the submission of claims as well as the supporting documentation reasonably necessary for the Company's independent evaluation of the legitimacy and extent of the claim. Claims for expenses not specifically identified in previously submitted Proofs of Loss must be accompanied by separate Proofs of Loss.

Schedule means the Schedule of Excess Loss Insurance.

Specific Benefit means the amount the Company will pay to the [University][College][School] for eligible claims Paid by the [University][College][School] over and above the [University's][College's][School's] Specific Deductible Per Person, and pursuant to the terms, conditions and limitations of the Contract.

Specific Contract Basis identifies the dates during which [University][College][School] Benefit Plan expenses must be Incurred and must be Paid to be considered eligible for reimbursement as Specific Benefits.

Specific Deductible means the per Covered Person deductible as shown in the Schedule.]

[Student] [Participant] means a person who is defined as a [Student][Participant] under the [University][College][School] Benefit Plan.

[University][College][School] is named in the Schedule.

[University][College][School] Benefit Plan means the master plan document of the [University][College][School] to provide medical expense benefits to the [University's][College's][School's] covered Plan Participants and dependents of such Plan Participants in effect on the Effective Date of this Contract, a copy of which is attached to and made a part of this Contract.

II. BENEFITS

The Company will pay, subject to the terms, conditions and limitations of the Contract, the following benefits, if shown in the Schedule, to the [University][College][School] within a reasonable time upon receipt of a fully executed Proof of Loss:

1. Aggregate

The Aggregate Benefit for the Contract Period, or fraction thereof, is the total of the Eligible Claim Payments, on an Incurred and/or Paid basis as shown in the Aggregate Contract Basis of the Schedule:

- a. less the Aggregate Deductible or Minimum Aggregate Deductible, whichever is greater; and
- b. less the amount of the claims Paid by the [University][College][School] in excess of the Maximum Eligible Claim Expense Per Person as shown in the Schedule; and
- c. less amounts recovered from other sources;
- d. multiplied by the Aggregate Payable Percentage.

Aggregate Benefits are not payable until after the end of the Paid basis shown in the Aggregate Contract Basis of the Schedule. If this Contract should terminate prior to the end of the Contract Period, the Company shall not be liable for Aggregate Benefits for expenses Incurred or Paid by the [University][College][School] after the termination date.

In no event will the Aggregate Benefit exceed the Maximum Aggregate Benefit shown in the Schedule.

2. Specific

The Specific Benefit with regard to each Covered Person, is the total of the Eligible Claim Payments, on a Incurred and/or Paid basis as shown in the Specific Contract Basis of the Schedule;

- a. less the Specific Deductible; and
- b. less amounts recovered from other sources;
- c. multiplied by the Specific Payable Percentage.

The [University][College][School] shall not be entitled to any Specific Benefit unless and until the [University][College][School] has actually Paid the full amount of the Specific Deductible as set forth in the Schedule for the Covered Person(s) for which the Specific Benefit is sought. The [University][College][School] shall only be entitled to a Specific Benefit up to the amount actually Paid by [University][College][School] over and above the Specific Deductible.

If this Contract should terminate prior to the end of the Contract Period, the Company shall not be liable for Specific Benefits for expenses Incurred or Paid by the [University][College][School] after the termination date.

In no event will the Specific Benefit with regard to any Covered Person exceed the Maximum Specific Benefit shown in the Schedule.

III. LIMITATIONS

1. This Contract will not pay the [University][College][School] for any loss or expense caused by or resulting from any of the following:
 - a. Expenses incurred while the [University][College][School] Benefit Plan is not in force with respect to the Covered Person.
 - b. Expenses resulting from weekly (disability) income, dental, vision or any prescription card service, unless shown in the Schedule.
 - c. Liability assumed by the [University][College][School] under any contract or service agreement other than the [University][College][School] Benefit Plan.
 - d. Expenses as the result of extra-contractual damages; compensatory damages; or punitive damages.
 - e. Expenses resulting from services which are billed in excess of the general level of charges being made by other providers of services in the locality where the service is rendered.
 - f. Expenses for benefits for accidental bodily injury or sickness arising out of or in the course of any occupation for wage or profit, or for which the Covered Person would be entitled to benefits under any Worker's Compensation, U. S. Longshoremen and Harbor Worker's or other occupational disease legislation or policy, whether or not such policy is actually in force.
 - g. Expenses which (1) are not accepted as standard medical treatment for the illness, disease or injury being treated by physicians practicing the suitable medical specialty; (2) are the subject of scientific or medical research or study to determine the item's effectiveness and safety; (3) have not been granted, at the time services were rendered, any required approval by a federal or state governmental agency, including without limitation, the Federal Department of Health and Human Services, Food and Drug Administration, or any comparable state governmental agency, and the Federal Health Care Finance Administration as approved for reimbursement under Medicare Title XVIII; or (4) are performed subject to the Covered Person's informed consent under a treatment protocol that explains the treatment or procedure as being conducted under a human subject study or experiment.
 - h. Cost of the administration of claim payments or expense of litigation with individual claimants.
 - i. Expenses for benefits to any Covered Person with coverage under any other plan, including Medicare, which, when combined with the benefits payable by such other plan, would cause the total to exceed 100% of the Covered Person's actual expenses.
 - j. Payments under the [University][College][School] Benefit Plan arising out of or caused by or contributed to or in consequence of war, hostilities (whether war be declared or not), invasion or civil war.]

III. LIMITATIONS (Continued)

2. If the Schedule shows disabled persons are not covered, no benefits will be paid under the Contract for expenses Incurred or Paid under the [University][College][School] Benefit Plan for a Disabled Person until:
 - a. if a Plan Participant, he or she returns to active, full-time course attendance for at least one (1) full class day; or
 - b. if a Dependent or Continuation Beneficiary, he or she is able to perform the normal functions of a person of like sex and age.
3. Newborn children of Plan Participants who have previously enrolled and continue to cover their eligible Dependents under the [University][College][School] Benefit Plan will be eligible under the Contract on the date of the child's birth. [Students][Participants] who have not previously enrolled for Dependent coverage will be eligible for newborn child coverage as defined within the [University][College][School] Benefit Plan.

IV. CLAIMS PROVISIONS

1. **Payment of Claim:** All benefits as they become payable under this Contract will be paid to the [University][College][School]. All expenses as they become payable under the [University][College][School] Benefit Plan shall be Paid by the [University][College][School]. The Company shall pay claim within a reasonable time after receiving fully executed Proofs of Loss and the documentation reasonably necessary to evaluate the eligibility and extent of the claim.
2. **Warranty:** Upon presentation of Proof of Loss to the Company for Aggregate [or Specific] Benefits, the [University][College][School] warrants that all monies necessary to pay for services and supplies have been paid to the respective providers of medical services or supplies to which the claim for reimbursement relates.
3. **Notice of Claim:** The [University][College][School] shall give written notice of claims to the Company on the Company's customary notice (Proof of Loss form), within thirty (30) days of the date the [University][College][School] becomes aware of the existence of facts which would reasonably suggest the possibility that benefits will be incurred which are covered by this Contract and which are equal to or exceed fifty percent (50%) of the Specific Deductible.

In addition, the [University][College][School] shall notify the Company immediately of the expenses of any Covered Person which meet any of the following criteria:

- a. continuous hospitalization for more than [one] month, or
- b. a claim for any one of the following disabilities: [mental disorder requiring hospitalization, brain injury, spinal injury resulting in real or suspected paralysis of the limbs, serious burns involving ten percent (10%) or more of the body with third degree burns or thirty percent (30%) or more of the body with second degree burns, multiple or serious fractures, crushing or massive internal injuries, premature births, Acquired Immune Deficiency Syndrome (AIDS).]

The [University][College][School] shall submit on a timely basis proofs, reports, and supporting documents including, but not limited to, a monthly summary of all Eligible Claims Payments processed by the [University][College][School].

V. CONTRACT TERMINATION

The Contract and all benefits hereunder will terminate upon the earliest of the following dates:

1. The termination date specified in writing by the [University][College][School] provided that the Company is notified not less than 31 days in advance of the termination date.
2. The end of any period for which premiums were paid and subsequent premiums are not paid.
3. The end of the Contract Period.
4. The date of termination of the [University][College][School] Benefit Plan.
5. The date of cancellation of the administrative agreement between the [University][College][School] and the Designated Third Party Administrator, unless the Company has, prior to such cancellation, consented in writing to the [University's][College's][School's] designation of a successor Third Party Administrator.
6. This Contract will automatically terminate if the [University][College][School] does not pay claims or make available funds to pay claims as required by the Contract.

VI. MISCELLANEOUS PROVISIONS

1. **Liability:** The Company will have neither the right nor the obligation under this Contract to directly pay any Covered Person [or provider of professional or medical services] for any benefit which the [University][College][School] has agreed to provide under the terms of the [University][College][School] Benefit Plan. The Company's sole liability hereunder is to the [University][College][School], subject to the terms, conditions and limitations of this Contract. Nothing in this Contract shall be construed to permit a Covered Person to have a direct right of action against the Company.
2. **Payment of Premiums:** Each Premium for this Contract is payable on or before its due date as set forth in the Schedule to the Company or to the authorized representative. Payment of a premium will not maintain this Contract in force beyond the period for which such premium is paid, except as otherwise stated in the Grace Period.

If the Effective Date of this Contract is other than the first day of a calendar month, premiums payable under this Contract are due and payable on the first of each calendar month.

3. **Grace Period:** A Grace Period of thirty (30) days will be allowed for the payment of each premium after the first premium. Should a premium otherwise due not be paid during the Grace Period, this Contract will terminate without further notice retroactive to the date for which premiums were last paid. The liability of the Company will be limited to claims Paid by the [University][College][School] prior to the date of termination. There will be no refund of any premium shown in the Schedule.
4. **Entire Contract:** This Contract Form as issued to the [University][College][School], together with the [University's][College's][School's] Application, Contract Addenda (if any), and a copy of the [University's][College's][School's] Benefit Plan, constitute the entire contract. The Company has relied upon the underwriting information provided by the [University][College][School] or the [University's][College's][School's] Agent, in the issuance of this Contract. Should subsequent information become known which, if known prior to issuance of this Contract, would affect the rates, deductibles, terms or conditions for coverage hereunder, the Company will have the right to revise the rates, deductibles, terms or conditions as of the Effective Date of issuance, by providing written notice to the [University][College][School].
5. **Concealment, Fraud:** This entire Contract will be void if, whether before or after a claim or loss, the [University][College][School] or its Agent has concealed or misrepresented any material fact or circumstance concerning this Contract or the subject thereof, including any claim thereunder or in any case of fraud by the [University][College][School] or its Agent relating thereto.
6. **Clerical Error:** Clerical error, whether by the [University][College][School] or by the Company, in keeping any records pertaining to the coverage, will not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated.

VI. MISCELLANEOUS PROVISIONS (Continued)

7. **Audits:** The Company will have the right: (1) to inspect and audit all records and procedures of the [University][College][School] and Designated Third Party Administrator; and (2) to require, upon request, proof of records satisfactory to the Company that payment has been made to the Covered Person or the provider of such services or benefits which are the basis for any claim by the [University][College][School] hereunder.
8. **Notice of Appeal:** Any objection, notice of legal action, or complaint received on a claim process by the [University][College][School] or the Third Party Administrator, and on which it reasonably appears a benefit will be payable to the [University][College][School] under this Contract shall be brought to the immediate attention of the claims department of the Company.
9. **Changes:** Only the President or Executive Officer of the Company has the authority to alter this Contract, or to waive any of the Company's rights and then only in writing. No such alteration of this Contract shall be valid unless endorsed on or attached to this Contract. No Agent, Broker, or Third Party Administrator has the authority to alter this Contract or to waive any of its provisions.
10. **Notice:** For the purpose of any notice required from the Company under the provisions of this Contract, notice to the [University's][College's][School's] Designated Third Party Administrator shall be considered notice to the [University][College][School].
11. **Amendments to the [University][College][School] Benefit Plan:** The [University][College][School] Benefit Plan shall not be changed while this Contract is in force without the prior written consent of the Company. Notice of any amendment to the [University][College][School] Benefit Plan must be given to the Company or its authorized representative at least [thirty (30)] days prior to the Effective Date of the amendment. The Company will have the sole option to accept the amendment to the [University][College][School] Benefit Plan, and if accepted, the Company reserves the right to revise the rates, deductibles, terms or conditions of the Contract as of the Effective Date of the amendment. If such amendment is not agreed to in writing, the Company will be liable to pay benefits as if the [University][College][School] Benefit Plan was not changed.
12. **Responsibilities of the [University's][College's][School's] Designated Third Party Administrator:** Without waiving any of its rights under this Contract, and without making the Designated Third Party Administrator a party to this Contract, the Company agrees to recognize the Designated Third Party Administrator as respects the normal administration of the [University's][College's][School's] Plan subject to:
 - a. The Third Party Administrator being responsible on behalf of the [University][College][School] for auditing, calculating and processing all claims eligible under the [University][College][School] Benefit Plan within a reasonable period of time, preparing periodic reports as required by the Company and maintaining and making available to the Company at all times such information as the Company may reasonably require for proof of payment of the claims(s) by the [University][College][School];

VI. MISCELLANEOUS PROVISIONS (Continued)

- b. The Third Party Administrator performing such other duties as may be reasonably required by the Company, including but not limited to, maintaining an accurate record of eligible Covered Persons of the [University][College][School];
- c. The Company will not be responsible for any compensation due the Designated Third Party Administrator for functions performed in relation to this Contract; and
- d. This Contract will not be deemed to make the Company a party to any agreement between the [University][College][School] and the Designated Third Party Administrator.

13. **Hold Harmless:**

- a. The [University][College][School] agrees to indemnify and hold the Company harmless for any legal expenses incurred, reasonable settlements made, or judgment(s) awarded, arising out of any dispute involving a Plan Participant or former Plan Participant of the [University's][College's][School's] Benefit Plan provided such legal expenses, settlements, or judgments were not incurred as a result of the sole negligence or intentional wrongful acts of the Company.

The Company, following any notification of its being, or likely to be, named as a defendant on any action concerning the aforementioned dispute will, within a reasonable time, in writing, notify the [University][College][School] of the dispute. The Company will cooperate with the [University][College][School] in matters pertaining to the dispute, however, such cooperation with the [University][College][School] will not waive the right of the Company to solely defend or settle any action in a manner it deems prudent.

- b. The [University][College][School] shall be responsible for any State premium taxes incurred with respect to funds paid to or by the [University][College][School] under the [University][College][School] Benefit Plan. Taxes incurred with respect to premiums paid for the Contract will be the responsibility of the Company.

- 14. **Offset:** The Company will be entitled to offset claim reimbursements to the [University][College][School] against premiums due and unpaid by the [University][College][School].

- 15. **Assignments:** The [University][College][School] shall not assign any of its rights under this Contract without the prior written consent of the Company, and any assignment without prior written consent shall be void.

- 16. **Subrogation:** The [University][College][School] shall prosecute any and all valid claims that the [University][College][School] may have against third parties arising out of any occurrence resulting in a loss payment by the [University][College][School] and to account for any amounts recovered. Should the [University][College][School] fail to prosecute any valid claims against third parties and the Company thereupon becomes liable to make payments to the [University][College][School] under the terms and conditions of this Contract, then the Company shall assume all the [University][College][School] rights to prosecute any valid claims against third parties, and the [University][College][School] will be responsible for any reasonable legal expenses incurred in the course of the prosecution.

VI. MISCELLANEOUS PROVISIONS (Continued)

17. **Recoveries:** The Company shall be entitled to recover first up to its full share of reimbursed claims before the [University][College][School] shares in any amount so recovered whether by way of subrogation or otherwise.
18. **Arbitration:** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by Arbitration in accordance with the rules of the American Arbitration Association, with the express stipulation that the arbitrator(s) shall strictly abide by the terms of this Contract and shall strictly apply rules of law applicable thereto. All matters shall be decided by a panel of three (3) arbitrators. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. This provision shall survive the termination or expiration of this Contract. The parties hereto may alter any of the terms of this provision only by express written agreement, although such alteration may be before or after any rights or obligations arise under this provision.
19. **Insolvency:** The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the [University][College][School] or the [University's][College's][School's] Designated Third Party Administrator shall not impose upon the Company any liability other than the liability defined in this Contract. In particular, the insolvency of the [University][College][School] shall not make the Company liable to the creditors of the [University][College][School], including Covered Persons.
20. **Severability Clause:** Any clause deemed void, voidable, invalid, or otherwise unenforceable, whether or not such a provision is contrary to public policy, shall not render any of the remaining provisions of the Contract invalid.
21. **Renewal:** Renewal is not automatic but is available if permitted by the Company. Renewal may be subject to new premium rates, new underwriting terms, and new Contract terms.
22. **Group Specifications - Changes:** The Company reserves the right to revise rates, deductibles, terms or conditions of the Contract on any of the following dates:
 1. When the [University][College][School] adds or deletes a subsidiary or affiliate;
 2. When there is a change in the geographical area in which the [University][College][School] is located;
 3. When there is a change in the nature of business in which the [University][College][School] is engaged;
 4. When there is an increase or decrease in the number of Covered Units which exceeds [10%] in any one month or [20%] over any period of three consecutive months.

**APPLICATION TO
COMPANION LIFE INSURANCE COMPANY
COLUMBIA, SC 29223
FOR
AGGREGATE AND SPECIFIC EXCESS LOSS INSURANCE**

Application is hereby made to the Companion Life Insurance Company ("Company") for Excess Loss Insurance. This Application must be accepted and approved by the Company or its authorized representative prior to any Contract being in existence.

[ABC University]
1. Full Legal Name of Applicant:

[444 Main Street]
2. Address:

City: [Anytown] State: [SC] Zip Code: [29999]

3. If affiliated [University][College][School] (under common control through ownership, contract, or otherwise) are to be included, list legal name and addresses of such [University][College][School].

[XYZ University 987 South Avenue Northplace, OH 43111]

4. Enter the full name of your [University][College][School] Benefit Plan(s) - (A copy of such [University][College][School] Benefit Plan(s) must be attached.)

[ABC Medical Plan]

5. Name and address of Designated Third Party Administrator:

[G&S Administrators 555 Overlook Way Westplace, OH 43000]

6. Effective Date:

[January 1, 2013]

7. Estimated Initial Enrollment (will be used as the Number of Covered Units during the first Contract Month):

[75] Singles and [135] Families (or) [200] Composite

8. **GENERAL SCHEDULE OPTIONS:**

(a) Disabled Persons [X] are [] are not covered.

(b) Aggregate Benefit [X] Yes [] No

Aggregate Contract Basis: [Student][Participant] Benefit Plan Expenses must be
Incurred from [1/1/13] through [12/31/13], and
Paid from [1/1/13] through [3/31/14].
Claims Incurred prior to the Contract Effective Date are limited to \$[50,000].

8. **GENERAL SCHEDULE OPTIONS: (Continued)**

Aggregate eligible expenses include:

☒ Medical ☐ Prescription Card Service
☐ Dental Care ☐ Vision Care
☐ Other

Aggregate Monthly Factor per single [Student][Participant]: \$ [2,500]
Family: \$ [7,500]
Composite: \$ [6,000]
Aggregate Payable Percentage (excess of Deductible): 100%
Maximum Eligible Claim Expense Per Covered Person: \$ [500,000]
Minimum Aggregate Deductible: \$ [1,500,000]
Maximum Aggregate Benefit (excess of Deductible): \$ [1,000,000]

(c) Monthly Aggregate Accommodation ☒ Yes ☐ No

(d) Terminal Liability ☒ Yes ☐ No

(e) Specific Benefit ☒ Yes ☐ No

Specific Contract Basis: [University][College][School] Benefit Plan expenses must be

Incurred from [1/1/13] through [12/31/13].

Paid from [1/1/13] through [3/31/14].

Claims Incurred prior to the Contract Effective Date are limited to:

\$ [5,000]

Specific Eligible Expense: Medical Only

Specific Deductible (per person):

\$ [100,000]

Specific Payable Percentage (excess of Deductible):

100%

Maximum Specific Benefit (per person in excess of Specific Deductible):

\$250,000]

9. **PREMIUMS:**

(a) Aggregate Premium

Premium Per Month Per Unit:

\$ [30.00]

Minimum Annual Aggregate Premium

\$ [75,000]

Monthly Aggregate Accommodation

Premium Per Month Per Unit:

\$ [42.50]

Annual Premium in Advance:

\$ [115,000]

Terminal Liability

Premium Per Month Per Unit:

\$ [25.00]

Annual Premium in Advance:

\$ [15,000]

(b) Specific Premium

(c) Premium Per Month Per Single [Student][Participant]:

\$ [10.00]

Family:

\$ [25.00]

Composite:

\$ [20.00]

Minimum Monthly Specific Premium:

\$ [50,000]

10. SPECIAL RISK LIMITATIONS:

Contract will be based upon the current [Student][Participant] benefits as defined in the [University][College][School] Benefit Plan by reference or by attachment, except as noted below:

Specific: [Dental Benefits]

Aggregate: [Dental Benefits]

11. IT IS UNDERSTOOD AND AGREED, AS CONDITIONS PRECEDENT TO THE APPROVAL OF THIS APPLICATION, THAT:

- (a) All documentation requested by the Company must be submitted prior to any approval of this Application and must be received by the Company within ninety (90) days of the requested Effective Date.
- (b) If the Schedule shows disabled persons are not covered, no benefits will be paid under the Contract for expenses Incurred or Paid under the [University][College][School] Benefit Plan for a disabled person until:
 - (1) if a [Student][Participant], he or she returns to attending classes for at least one (1) full class day; or
 - (2) if a dependent or Continuation Beneficiary, he or she is able to perform the normal functions of a person of like sex and age.
- (c) Issuance of the Contract is in reliance upon the information provided by the Applicant or its Agent. Should subsequent information become known which, if known prior to issuance of the Contract, would have affected the rates, deductibles, terms or conditions for coverage, the Company will have the right to revise the rates, deductibles, terms or conditions as of the Effective Date of issuance, by providing written notice to the [Student][Participant].
- (d) The Contract, if issued, may be void, if whether before or after a claim or loss, any material fact or circumstance was concealed or misrepresented on behalf of the Applicant, or if the Applicant or its Agent, committed fraud.
- (e) Receipt of a premium and its deposit in connection with the Application shall not constitute an acceptance of liability. In the event that Companion Life Insurance Company disapproves this Application, its sole obligation shall be to refund such sum to the Applicant.
- (f) If a Contract is issued and later rescinded, the sum of all benefits paid will be deducted from the sum of all premiums paid. If the result is positive, such amount will be paid by the Company to the Applicant. If the result is negative, such amount will be paid by the Applicant to the Company.
- (g) The initial premium will be paid on or before the Effective Date, and subsequent premiums are due no later than the first day of each calendar month during the Contract Period.
- (h) Applicant acknowledges that the Contract which is the subject of this Application is a reimbursement Contract. Applicant must first pay claims before submitting them for reimbursement.
- (i) Oral Statements not expressly incorporated herein are not part of this Contract. Only the President or Executive Officer of the Company may make changes to the Contract Form or Addenda on behalf of the Company. All changes to this Contract must be in writing and attached to this Contract.
- (j) NEITHER THIS APPLICATION NOR THE TERMS OF THIS APPLICATION MAY BE ALTERED.

In making this Application, the Applicant represents that, to the best of its knowledge and belief, such information accurately reflects the true facts and that the undersigned has authority to bind the Applicant to the proposed Contract. Accordingly, this Application will be a part of the Contract if accepted by the Company or its authorized representative.

FRAUD WARNING: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Dated at [Anytown, SC] this [15th] day of [December], [2012].

Witness: [Robert Smith] Applicant: [ABC University]
Signature of Licensed
Resident Agent Tax ID #: [04-000000]

By: [John S. George]

Title: [Secretary]

Licensed Resident Agent: [Robert Smith]
(Type or Print)

Address: [123 Main Street]

City: [Anytown] State: [SC] Zip: [29999]

Social Security or Tax ID # [000-00-0000]

ACCEPTANCE

Accepted on behalf of the Company, this [20th] day of [December], [2012]

By: [David T. Green]

Title: [Vice-President - Group Underwriting]

Contract No.: [CXL-12345] Effective Date: [January 1, 2013]

SERFF Tracking #:	CMLX-G128745551	State Tracking #:		Company Tracking #:	AR002100100004
State:	Arkansas	Filing Company:	Companion Life Insurance Company		
TOI/Sub-TOI:	H12 Health - Excess/Stop Loss/H12.004 Self-Funded Health Plan				
Product Name:	SLEM02GR12				
Project Name/Number:	SLEM02GR12/AR002100100004				

Supporting Document Schedules

		Item Status:	Status Date:
Bypassed - Item:	Application	Approved-Closed	11/06/2012
Bypass Reason:	Application submitted as a new form and included under the Forms Tab.		
		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	Approved-Closed	11/06/2012
Comments:			
Attachment(s):			
Readability Certificate.PDF			
		Item Status:	Status Date:
Satisfied - Item:	List of Variables	Approved-Closed	11/06/2012
Comments:			
Attachment(s):			
List of Variables.PDF			



COMPANION LIFE INSURANCE COMPANY
7909 PARKLANE ROAD, SUITE 200, Columbia, South Carolina 29223-5666
P.O. Box 100102, Columbia, South Carolina 29202-3102
(803) 735-1251

READABILITY COMPLIANCE CERTIFICATION

TITLE OF FORMS: Student Excess Loss Insurance Policy
Application for Student Excess Loss Insurance
Form Number(s): CLSXL 4000 and CLSXL-App 4000

I hereby certify that the above referenced forms produce a Flesch reading ease score as follows:

	<u>Flesch Index</u>
Student Excess Loss Insurance Policy	47.3
Application for Student Excess Loss Insurance	47.0

I further certify that to the best of my knowledge and belief these forms are in compliance with the NAIC Model Act regarding simplified and readable insurance policies.

A handwritten signature in black ink, appearing to read 'Karl Kemmerlin', written over a light yellow rectangular background.

Karl Kemmerlin
Vice President and CFO

Dated: October 26, 2012

LIST OF VARIABLES / FORM CLXLPOL

Page No.	Section	Provision	Description of Variables
Cover Page	Agreement	Agreement	May be "Aggregate and Specific Benefits," "Aggregate Benefits," or "Specific Benefits."
2-3	Schedule of Benefits	Case-specific information	Will vary by case.
4-6	Definitions	Definitions	The applicable definitions will be included.
8	Limitations	Limitations	Each will be either in or out depending on the specific case.
10	Claims Provisions	Warranty	Will be either in or out depending on whether the policyholder has aggregate or aggregate and specific coverage.
10	Claims Provisions	Notice of Claim	May be one, two, or three months.
10	Claims Provisions	Notice of Claim	Any of the disabilities listed may be either in or out.
12	Miscellaneous Provisions	Liability	Wording may be either in or out of the policy.
13	Miscellaneous Provisions	Amendments to the [University][College] [School] Benefit Plan	May be 30, 60, or 90 days based on negotiations with the policyholder.
15	Miscellaneous Provisions	Group Specifications - Changes	May be an amount between 10-30%.
15	Miscellaneous Provisions	Group Specifications - Changes	May be an amount between 20-60%.
		[University][College][School]	The appropriate word will be used depending on who the policyholder is.

State:	Arkansas	Filing Company:	Companion Life Insurance Company
TOI/Sub-TOI:	H12 Health - Excess/Stop Loss/H12.004 Self-Funded Health Plan		
Product Name:	SLEM02GR12		
Project Name/Number:	SLEM02GR12/AR002100100004		

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
10/26/2012	Replaced 11/06/2012	Form	Application for Student Excess loss Insurance	11/05/2012	CLSXL-APP 4000.PDF (Superceded)

**APPLICATION TO
COMPANION LIFE INSURANCE COMPANY
COLUMBIA, SC 29223
FOR
AGGREGATE AND SPECIFIC EXCESS LOSS INSURANCE**

Application is hereby made to the Companion Life Insurance Company ("Company") for Excess Loss Insurance. This Application must be accepted and approved by the Company or its authorized representative prior to any Contract being in existence.

[ABC University]
1. Full Legal Name of Applicant:

[444 Main Street]
2. Address:

City: [Anytown] State: [SC] Zip Code: [29999]

3. If affiliated [University][College][School] (under common control through ownership, contract, or otherwise) are to be included, list legal name and addresses of such [University][College][School].

[XYZ University 987 South Avenue Northplace, OH 43111]

4. Enter the full name of your [University][College][School] Benefit Plan(s) - (A copy of such [University][College][School] Benefit Plan(s) must be attached.)

[ABC Medical Plan]

5. Name and address of Designated Third Party Administrator:

[G&S Administrators 555 Overlook Way Westplace, OH 43000]

6. Effective Date:
[January 1, 2013]

7. Estimated Initial Enrollment (will be used as the Number of Covered Units during the first Contract Month):

[75] Singles and [135] Families (or) [200] Composite

8. **GENERAL SCHEDULE OPTIONS:**

(a) Disabled Persons [X] are [] are not covered.

(b) Aggregate Benefit [X] Yes [] No

Aggregate Contract Basis: [Student][Participant] Benefit Plan Expenses must be
Incurred from [1/1/13] through [12/31/13], and
Paid from [1/1/13] through [3/31/14].
Claims Incurred prior to the Contract Effective Date are limited to \$[50,000].

8. **GENERAL SCHEDULE OPTIONS: (Continued)**

Aggregate eligible expenses include:

☒ Medical ☐ Prescription Card Service
☐ Dental Care ☐ Vision Care
☐ Other

Aggregate Monthly Factor per single [Student][Participant]: \$ [2,500]
Family: \$ [7,500]
Composite: \$ [6,000]
Aggregate Payable Percentage (excess of Deductible): 100%
Maximum Eligible Claim Expense Per Covered Person: \$ [500,000]
Minimum Aggregate Deductible: \$ [1,500,000]
Maximum Aggregate Benefit (excess of Deductible): \$ [1,000,000]

(c) Monthly Aggregate Accommodation ☒ Yes ☐ No

(d) Terminal Liability ☒ Yes ☐ No

(e) Specific Benefit ☒ Yes ☐ No

Specific Contract Basis: [University][College][School] Benefit Plan expenses must be

Incurred from [1/1/13] through [12/31/13].

Paid from [1/1/13] through [3/31/14].

Claims Incurred prior to the Contract Effective Date are limited to: \$ [5,000]

Specific Eligible Expense: Medical Only
Specific Deductible (per person): \$ [100,000]
Specific Payable Percentage (excess of Deductible): 100%
Maximum Specific Benefit (per person in excess of Specific Deductible): \$250,000

9. **PREMIUMS:**

(a) Aggregate Premium
Premium Per Month Per Unit: \$ [30.00]
Minimum Annual Aggregate Premium \$ [75,000]

Monthly Aggregate Accommodation
Premium Per Month Per Unit: \$ [42.50]
Annual Premium in Advance: \$ [115,000]

Terminal Liability
Premium Per Month Per Unit: \$ [25.00]
Annual Premium in Advance: \$ [15,000]

(b) Specific Premium
(c) Premium Per Month Per Single [Student][Participant]: \$ [10.00]
Family: \$ [25.00]
Composite: \$ [20.00]
Minimum Monthly Specific Premium: \$ [50,000]

10. SPECIAL RISK LIMITATIONS:

Contract will be based upon the current [Student][Participant] benefits as defined in the [University][College][School] Benefit Plan by reference or by attachment, except as noted below:

Specific: [Dental Benefits]

Aggregate: [Dental Benefits]

11. IT IS UNDERSTOOD AND AGREED, AS CONDITIONS PRECEDENT TO THE APPROVAL OF THIS APPLICATION, THAT:

- (a) All documentation requested by the Company must be submitted prior to any approval of this Application and must be received by the Company within ninety (90) days of the requested Effective Date.
- (b) If the Schedule shows disabled persons are not covered, no benefits will be paid under the Contract for expenses Incurred or Paid under the [University][College][School] Benefit Plan for a disabled person until:
 - (1) if a [Student][Participant], he or she returns to attending classes for at least one (1) full class day; or
 - (2) if a dependent or Continuation Beneficiary, he or she is able to perform the normal functions of a person of like sex and age.
- (c) Issuance of the Contract is in reliance upon the information provided by the Applicant or its Agent. Should subsequent information become known which, if known prior to issuance of the Contract, would have affected the rates, deductibles, terms or conditions for coverage, the Company will have the right to revise the rates, deductibles, terms or conditions as of the Effective Date of issuance, by providing written notice to the [Student][Participant].
- (d) The Contract, if issued, may be void, if whether before or after a claim or loss, any material fact or circumstance was concealed or misrepresented on behalf of the Applicant, or if the Applicant or its Agent, committed fraud.
- (e) Receipt of a premium and its deposit in connection with the Application shall not constitute an acceptance of liability. In the event that Companion Life Insurance Company disapproves this Application, its sole obligation shall be to refund such sum to the Applicant.
- (f) If a Contract is issued and later rescinded, the sum of all benefits paid will be deducted from the sum of all premiums paid. If the result is positive, such amount will be paid by the Company to the Applicant. If the result is negative, such amount will be paid by the Applicant to the Company.
- (g) The initial premium will be paid on or before the Effective Date, and subsequent premiums are due no later than the first day of each calendar month during the Contract Period.
- (h) Applicant acknowledges that the Contract which is the subject of this Application is a reimbursement Contract. Applicant must first pay claims before submitting them for reimbursement.
- (i) Oral Statements not expressly incorporated herein are not part of this Contract. Only the President or Executive Officer of the Company may make changes to the Contract Form or Addenda on behalf of the Company. All changes to this Contract must be in writing and attached to this Contract.
- (j) NEITHER THIS APPLICATION NOR THE TERMS OF THIS APPLICATION MAY BE ALTERED.

In making this Application, the Applicant represents that, to the best of its knowledge and belief, such information accurately reflects the true facts and that the undersigned has authority to bind the Applicant to the proposed Contract. Accordingly, this Application will be a part of the Contract if accepted by the Company or its authorized representative.

Dated at [Anytown, SC] this [15th] day of [December], [2012].

Witness: [Robert Smith] Applicant: [ABC University]
Signature of Licensed
Resident Agent Tax ID #: [04-000000]

By: [John S. George]

Title: [Secretary]

Licensed Resident Agent: [Robert Smith]
(Type or Print)

Address: [123 Main Street]

City: [Anytown] State: [SC] Zip: [29999]

Social Security or Tax ID # [000-00-0000]

ACCEPTANCE

Accepted on behalf of the Company, this [20th] day of [December], [2012]

By: [David T. Green]

Title: [Vice-President - Group Underwriting]

Contract No.: [CXL-12345] Effective Date: [January 1, 2013]